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X 14.1

J. T. C. Collector
for
14/11/00

MIV Rs 21,37,500/-

Bagri Market
077454 at 26.2.03
077453
Stamp affixed by
Stamp Superintendent
Calcutta Collector

STAMP AFFIXED BY
Stamp Superintendent
Calcutta Collector

APR - 11
7.3.03

7837.00
331 Calcutta

Registrar of Assurances
Calcutta

under the Indian Stamp Act, 1899
on 14th 11/00
23rd 11/00

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7846

THIS INDENTURE made this 16th day of December
Two thousand BETWEEN MPMC PRIVATE LIMITED, a company incorporated
under the companies Act, 1956, having its registered office at
No.20, Gariahat Road, Calcutta - 700 019 hereinafter referred to
as "the VENDOR" (which term or expression shall unless excluded
by or repugnant to the context shall include its successors
and/or successors-in-interest and assigns) of the ONE PART AND
(1) SRI BANWARI LAL TAK, son of Late Budhmal Tak and (2) SMT.
MANJU TAK, wife of Sri Banwari Lal Tak, both at present residing

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at 27/1, Rose Merry Lane, Howrah - 711101 hereinafter jointly referred to as "the PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context shall include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the OTHER PART;

AND WHEREAS by an Indenture of Conveyance dated June 3rd. one thousand nine hundred forty two the Trustees for the improvement of Calcutta a body corporate constituted by the Calcutta Improvement Act, 1911, hereinafter referred to as the Board, granted, conveyed, transferred, assigned and assured unto SHRI SHIB CHANDRA BANERJEE son of Late Sree Gopal Banerjee of 30, Altamount Road, Bombay, All That piece and parcel of revenue free land containing an area of 5 Cottahs 14 Chittacks and 33 Square feet, be the same a little more or less situate and being Plot no. 4 with a strip of 6 feet land out of plot No.5 of the surplus lands in Calcutta Improvement Scheme No. XLV at a consideration of Rs.1,18,417.00 (Rupees one lakh eighteen thousand four hundred and seventeen only) thereof whereof the sum of Rs.80,000/- (Rupees eighty thousand only) was paid to the Board prior to the execution of the said Deed and the balance of Rs.38,417.00 (Rupees thirty eight thousand four hundred seventeen only) was kept secured by an indenture of charge executed on the self of same date between the same parties being Shri Shib Chandra Banerjee, the Purchaser, and Trustees for the improvement of Calcutta being the Vendor and both the indentures were registered with the Sub-Registrar of Assurances, Calcutta, on June 17th, one thousand nine hundred and forty two being No.1378 for the year 1942, Book No.1, Volume No. 48, pages 192 to 194 and being NO. 1379 for the year 1942, Book No.1, Volume No. 44, pages 233 to 239 respectively;

AND WHEREAS by another Indenture of Conveyance dated June 9th, one thousand nine hundred forty three the Trustees for the improvement of Calcutta a body corporate constituted by the Calcutta Improvement Act, 1911, granted, conveyed, transferred, assigned and assured unto SHRI SHIB CHANDRA BANERJEE son of Late Sree Gopal Banerjee of 30, Altamount Road, Bombay, absolutely

for ever and free from all encumbrances All That piece and parcel of revenue free land containing an area of 4 Cottahs 8 Chittacks and 28 Square feet, be the same a little more or less situate and being Plot no. 5 the remaining portion of the surplus land in Calcutta Improvement Scheme No. XLV at a consideration of Rs.99,856.00 (Rupees ninety-nine thousand eight hundred and fifty six only) paid to the Board, being the Vendor by the said Shib Chandra Banerjee, the Purchaser and registered with the Registrar of Calcutta being No.1667 for the year 1942, Book No.1, Volume No. 52, pages 109 to 112.

AND WHEREAS by a Deed of Mortgage dated September 23rd. One thousand nine hundred and forty nine made between Shib Chandra Banerjee as the Mortgagor and Hindusthan Co-operative Insurance Society Ltd., as the Mortgagee and registered with the Registrar of Assurance, Calcutta in Book No.1, Volume No. 24, pages 102 to 113 Being No. 483 for the year 1949 the Mortgagee lent and advanced to the Mortgagor a sum of Rs.5,00,000/- (Rupees five lakhs) only unto the said Mortgagee several messuage, land, hereditaments and premises therein described and included in Plot Nos. 4 and 5 of the surplus land in Calcutta Improvement Scheme No. XLV now known as No. 27, Brabourne Road, Calcutta, commonly known as "Narayani Building", to hold the same unto and to the use of the said Mortgagee absolutely and for ever but subject to the provision for redemption therein contained.

AND WHEREAS by an indenture of conveyance dated October 1, one thousand nine hundred and forty nine of the said Shib Chandra Banerjee for the consideration therein mentioned and subject to the recited indenture of Mortgage dated September 23, 1949 granted, conveyed, transferred, assigned and assured the said several land messuages, hereditaments and premises unto the company known and named as "Shib Banerjee Properties Ltd." (hereinafter referred to as the said Company) and the said Company completed the construction of the buildings on the said lands and premises being Plot Nos. 4 and 5 of the Calcutta Improvement Scheme No. XLV and the said two Premises were amalgamated and

numbered as Premises No. 27, Brabourne Road, commonly known as "Narayani Building", Calcutta;

AND WHEREAS by another indenture of Mortgage dated January 15, One thousand nine hundred and fifty one made between the said Company and named as "Shib Banerjee Properties Ltd.", being the Mortgagor therein, the party of the First Part and the said Shib Chandra Banerjee therein called the Confirming Party of the Second Part and the said Hindusthan Co-operative Insurance Society Ltd., being the Mortgagee the party of the Third part and registered with the Registrar of Assurance, Calcutta in Book No.1, Volume No. 15, at pages 165 to 174 Being No. 147 for the year 1951, in consideration of a further sum of Rs.2,50,000/- (Rupees two lakhs and fifty thousand) only have been lent, and advanced to the said Company known and named as "Shib Banerjee Properties Ltd.", being the Mortgagor by the Mortgagee and the Mortgagor granted and conveyed the confirming party confirmed unto the Mortgagee all those messuages, lands, hereditaments and premises therein described including the said Premises No. 27, Brabourne Road, Calcutta, known as "Narayani Building", subject to the provision for redemption therein contained;

AND WHEREAS on 4th day of December one thousand nine hundred and fifty seven the name of the company "Shib Banerjee Properties Ltd." was changed to "Shib Banerjee Properties & Construction Ltd.";

AND WHEREAS on 1st day of September, one thousand nine hundred and fifty six the Life Insurance Corporation Act, 1950 came into operation and all the assets and liabilities appertaining to the controlled business of the said Hindusthan Co-operative Insurance Society Ltd. including the amount due under the said deeds of Mortgages being 23rd. day of September, 1949 and the 15th day of January, 1951 and the benefit of all securities for the same transferred and vested in the said Corporation;

AND WHEREAS prior to the 1st day of January, 1966, there was due and owing by the said company being Shib Banerjee

Properties Ltd., subsequently named as Shib Banerjee Properties and Construction Ltd., to the said Life Insurance Corporation of India by virtue of the said two deeds of Mortgage a sum of Rs.1,58,000/- for the balance of the principal together with the interest from the 1st day of January, 1966;

AND WHEREAS from time to time Life Insurance Corporation of India extended the date and time of repayment and the said company went on paying the dues accordingly;

AND WHEREAS on the 6th day of November, one thousand nine hundred and sixty seven a Private company with limited liability namely Mrinalini Properties Private Limited, was incorporated under the Companies Act, 1956 having its registered office at 20, Gariahat Road, Calcutta;

AND WHEREAS by an indenture of Conveyance dated December 31, one thousand nine hundred and sixty seven Between Shib Banerjee Properties and Construction Private Ltd. referred to therein as The transferor and Mrinalini Properties Private Limited referred to therein as The Transferee Company the Transferor company agreed with the Transferee company for the absolute sale to it of the said premises No. 27, Brabourne Road, commonly known as Narayani building, Calcutta at a price of Rs.3,97,000/- subject to the said Mortgage whereunder the balance principal sum of Rs.94,800/- together with the interest was due to the Life Insurance Corporation and the said Deed was registered with the Registrar of Assurance, Calcutta being No. 1922 for the year 1968, Book No. 1, Volume No. 91, pages 53 to 64.

AND WHEREAS for the purpose of effecting the transfer the said consideration of Rs.3,97,000/- was wholly satisfied by issue to the transferor company of 39,700 fully paid up equity shares of the nominal value of Rs.10/- each in the capital of the Transferee company the distinctive numbers thereof being 102 to 39,801 (both inclusive) and whereas in pursuance of the said agreement and in consideration of the sum of Rs.3,97,000/- paid by the Transferee company to the Transferrer company by allotment

and issue in the name of the Transferor company the 39,700 fully paid up equity shares bearing distinctive Nos. 102 to 39, 801 (both inclusive) of the Transferee company and the Transferee company having delivered the relative shares scripts unto the Transferor company the receipt whereof the Transferor company admitted and acknowledged in the said Deeds and thereby acquitted, released and for ever discharged the Transferee company the Transferor company doth thereby granted, conveyed, assigned and transferred unto the Transferee company ALL THAT brick built messuage tenement land hereditament premises being Premises No. 27, Brabourne Road, commonly known as Narayani Building, Calcutta, TO HAVE AND TO HOLD the same absolutely forever subject to the said mortgages recited in favour of the Life Insurance Corporation of India wherein the balance of the Principal sum of Rs.94,800/- was due together with interest.

AND WHEREAS by an Indenture made on the 12th day of February, one thousand nine hundred and seventy three between the life insurance corporation of India of the One Part and Shib Banerjee Properties and Construction Private Ltd and Mrinalini Properties Private Limited of the Other part, the Mortgagee upon receipt of the full payment, thereby granted, reconveyed, released, reassured, discharged unto the Mortgagors ALL THAT messuages, tenements, lands, hereditaments and premises being No. 27, Brabourne Road, commonly known as "Narayani Building" Calcutta without any lien, claim, demand and protest in any manner whatsoever and the said Deed of Reconveyance was registered with the Registrar of Assurance Calcutta on 4th day of April, one thousand nine hundred and seventy three being No. 1797 for the year 1973, Book no.1, Volume No. 88, pages 1 to 12;

AND WHEREAS the said Mrinalini Properties Private Ltd., by a resolution in terms of section 21 of the Companies Act, 1956 and with the approval of the Central Government in writing having been accorded thereto have changed the name of the Company into Mrinalini Properties and Mercantile Company Private Limited and such change of name has been incorporated in the office of the Registrar of Companies on the 16th day of October, one thou-

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sand nine hundred and seventy three and fresh certificate of incorporation was issued to that effect by the Registrar of Companies and since then the name of the company is Mrinalini Properties and Mercantile Company Private Limited;

AND WHEREAS the said Mrinalini Properties and Mercantile Company Private Limited, by a resolution in terms of section 21, of the company's Act, 1956 and with the approval of the Central Government in writing having been accorded thereto have changed the name of the company into MPMC Private Limited being the Vendor herein and such change of name has been incorporated in the office of Registrar of Companies on the 10th day of June, One thousand nine hundred and ninety four only and fresh certificate of incorporation was issued to that effect by the Registrar of Companies and since then the name of the Vendor Company is MPMC Private Limited;

AND WHEREAS the Vendor has assured and represented to the Purchaser that the Vendor is the sole and absolute owner and absolutely seized and possessed of or otherwise well and sufficiently entitled, free from encumbrances, of the said premises No. 27, Brabourne Road, Calcutta being the multistoried building consisting of nine floors plus the basement, ground floor, mezzanine floor with all erections, fittings and fixtures together with the piece and parcel of lands or grounds thereunder whereupon or on part whereof the same is erected and built being premises No. 27, Brabourne Road, commonly known as Narayani building, Calcutta, hereinafter referred to as the said building described in the First Schedule hereinafter written.

AND WHEREAS the Purchasers have satisfied themselves about the title of the Vendor to the said premises and/or building;

AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to purchase more or less 475 Square feet super built up area of the Office space being Unit No. 407 on the 4th floor in the said building No. 27, Brabourne Road, known as

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Narayani building, Calcutta Now 27, Biplabi Trailokya Maharaj Sarani, Calcutta morefully mentioned and described in Second Schedule hereinbelow.

AND WHEREAS the Vendor is entering into separate agreements with other persons and parties in respect of sale of other portions of the said floor and the said building;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.7,12,500/- (Rupees seven lacs twelve thousand five hundred) only paid by the Purchasers to the Vendor (the receipt whereof the Vendor doth hereby admit and acknowledge) and in further consideration of the Purchasers agreeing to pay the maintenance and service charges and all other amounts payable by the Purchasers as mentioned in Paragraph 6 of the 5th Schedule, the Vendor doth hereby grant and sell unto the Purchasers ALL THAT Unit No.407 on the 4th floor of the said building permanently named as "NARAYANI BUILDING" comprising the area mentioned in the Second Schedule hereunder written together with all fittings and fixtures appertaining thereto and the same hereinafter collectively referred to as the said Unit along with the right to use in common with the Vendor and the Owners and occupiers for the time being of the other units and/or floors in the said building general common areas and facilities mentioned in the Fourth Schedule hereunder written but excepting and reserving upto the Vendor terrace and basement of the said building including the parapet wall structures and construction thereon, subject to the terms, covenants, stipulations, conditions and agreement, contained in the Fifth Schedule hereunder written and on the part of the Purchasers to be observed and performed as the covenants for the benefit and protection of the said building and binding upon the Purchasers or the persons deriving title to the said Unit as covenant running with land and also with due notice TO HAVE AND TO HOLD the said Unit subject to the terms and conditions covenants and agreements aforesaid unto the Purchasers subject however to the saving exceptions and reservations herein contained and observance and performance of the covenants condi-

tions and agreements contained herein and the Vendor hereby covenant with the Purchasers that the Purchasers shall and will at all times hereafter peaceably and quietly but subject nevertheless to the provisions herein and also payment inter alia of the service charge so or any other sum as may be fixed by the Vendor to hold possess and enjoy the said unit and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from or under them and that the Vendor and all persons having lawfully or equitably claiming any estate or interest as aforesaid in the said unit shall from time to time and at all times hereafter at the request and costs of the Purchasers make do execute and perform all acts deeds matters and things, whatsoever for further better and more perfectly assuring the said unit unto the Purchasers as shall or may be reasonably required.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT bricks built messuage tenement or dwelling house together with the piece or parcel of revenue free land containing area of 5 Cottahs 14 Chittacks and 33 sq.ft. be the same a little more or less situate and being Plot No.4 with a six feet strip of land of Plot No. 5 of the surplus land in Calcutta Improvement Scheme No. XLV and 4 Cottahs 8 Chittacks 28 Sq.ft. be the same a little more or less situate and being Plot No.5 (remaining portion) of the surplus land in Calcutta Improvement Trust Scheme No. XLV now amalgamated together with and known and numbered as 27, Brabourne Road, Calcutta named as "Narayani Building" being a multistoried building consisting of nine floors along with basement, ground floor, mezzanine floor, with all other area like Generator room (G.F.) open passage in the North (including the toilet) lift machine room and open erection fittings and fixtures and butted and bounded :-

ON THE NORTH BY	:	Premises No.33, Brabourne Road, Calcutta.
ON THE SOUTH BY	:	25, Brabourne Road, Calcutta.
ON THE EAST BY	:	Brabourne Road, Calcutta.
ON THE WEST BY	:	Sookeas Lane, Calcutta.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT 475 Sq.ft. approximately (four hundred seventy five) super built up area of office space being Unit No.407 on the 4th floor in the said "Narayani Building" delineated in the floor plan hereto annexed and therein bordered RED built upon the Building described in the First Schedule hereinabove together with the piece or parcel of proportionate undivided share of revenue free land now known as 27, (formerly 27 & 29), Biplabi Trailokya Maharaj Sarani (formerly Brabourne Road), Calcutta, the present boundaries are On the North by Unit Nos. 505 and 406; on the East by common passage; on the South by National Insurance Company Limited and on the West by Open Terrace.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining and repairing of landing staircase and passage enjoyed or used by the Purchasers in common with the other occupiers of the offices/rooms.
2. The costs of cleaning and lighting the landing, stair case and passage and enjoyed or used by the Purchasers in common as aforesaid.
3. The cost of working and maintenance of lifts service from 9.30 a.m. to 7.00 p.m.
4. Water supply from supplies received from Calcutta Municipal Corporation.
5. Salaries, wages, bonus and other emoluments and benefits etc. of staff, caretaker, supervisor, darwans, sweepers, liftmen and other maintenance staff.
6. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
7. Such other common expenses as are deemed by Vendor necessary or common for the maintenance and up-keep of the premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

1. The land comprised in the Premises No. 27, Brabourne Road, Calcutta together with all easements rights and appurtenances belonging thereto.
2. The foundation columns, beams, supports, main walls, passages, stairs, stairways, underground tank gutter water pipes

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lifts, entire lift well and wells thereof tube well, pumps, landings.

3. Installations of common service such as lift, water, sewerage etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

1. The Purchasers have satisfied themselves with the nature scope and extent of the benefits or interest in the general common areas and facilities as mentioned above herein and with full purport and implications of the conditions and agreements contained in these presents including in this Schedule.

2. The General common areas and facilities mentioned in the Schedule hereto shall at all times be held jointly by the Vendor, owners and/or their authorised nominees of the different portions of the said premises and shall be used and enjoyed by them in common amongst themselves and neither the Vendor nor any owner or occupier of any office space/unit show room or rooms and car parking space in the said premises shall be entitled to make any partition or division thereof or claim to have exclusive right in any manner whatsoever to any portion of such general common area and facilities.

3. The Purchasers along with the Vendor, owner, occupier of different office spaces/unit show room or rooms shall use the said general common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of owners and occupiers of other units, room/floors/show rooms and other portions.

4. Save and except in respect of the particular office space hereby conveyed and the use of common toilet on the said floor and use of common passage, stair case landing spaces and lifts and in common with the Vendor and/or other occupiers of the said premises, the Purchasers shall have no claim or right of any nature or kind over or in respect of all open spaces, basement parking spaces, terraces, roof and other portions of the said premises and equipments/installations in the said premises.

5. The Vendor shall have a right to raise other storeys, put up additional structures as may be permitted by the Municipi-

pal Corporation and other competent authorities. Such additional structures and storeys will be the sole property of the Vendor who will be entitled to dispose them of in any way it may choose and the Purchasers hereby consent to the same and shall not be entitled to raise any objection, or set up any obstruction thereto. The terraces and roofs of the building including the parapet wall shall always be the property of the Vendor and the Conveyance with the Purchasers and all other Purchasers of office space in the said building shall be subject to the aforesaid right of the Vendor who shall be entitled to use the said terrace and including the parapet wall for any purpose including the display of advertisements and sign board and the Purchasers shall not be entitled to raise any objection and nor to any compensation nor damages on the ground of other inconvenience or any other ground whatsoever. However, the Purchasers shall be entitled to affix his name plate and/or signboard at the space specific for the said purpose on the ground floor of the said building and/or outside the wall of the Purchasers's said unit. The said name plate or sign board must be of reasonable size.

6. The Purchasers from time to time and at all times hereby agrees to contribute and pay his proportionate share towards the costs, expenses and outgoings in respect of matters specified in the Third Schedule hereto at the rate of Rs.0.75 (seventy-five) paise only per sq. ft. per month apportioned by the Vendor on the basis of area occupied by the Purchasers and the same shall be conclusive, final and binding. The said share shall be increased with the increase in the cost of maintenance in respect thereof. The Purchasers shall also pay proportionate share for any major expenses to be incurred by the Vendor for replacement/overhauling of Lifts, sinking of tube well, replacement/overhauling of electrical transformer, switchgear, wire/cable, sewerage and drainage system, water supply system and major repair of the said building and the like on demand by the Vendor on the basis of area acquired by the Purchasers and the same shall be conclusive final and binding. All such payments are to be made within one week from the date of intimation to the Purchasers to the Vendor.

7. So long as the said apartment of office space/unit of the said building shall not be separately assessed for Municipal Taxes, Commercial surcharge, water tax, multistoried building tax the Purchasers shall pay a proportionate share of the said taxes or any other tax which may be imposed by any authority assessed on the whole building. Such apportionment shall be made by the Vendor on the basis of the area acquired by the Purchasers and the same shall be conclusive, final and binding. Such payments are to be made within one week from the date of intimation to the Purchasers by the Vendor. It is agreed by and between the Vendor and the Purchasers that all such taxes in respect of the period prior to taking over possession by the Purchasers shall be on account of the Vendor.

8. The Purchasers shall maintain at the Purchasers's own cost the Office space/unit conveyed in the same good condition, state and order in which it is delivered to the Purchasers and shall abide by all laws, Bye-laws, rules and regulations of the Government, Calcutta Municipal Corporation and/or of any other authority and local body and shall at his cost and expenses attend, answer and be responsible for all deviations, violations or breach of any of the conditions or laws, bye-laws or rules and regulations and shall observe and perform all the terms and conditions contained in this Agreement. The Purchasers shall not make any structural additions or alterations or install Generator in the said office space or erect brick partition or false ceiling or keep any heavy articles save with the prior written consent of the Vendor. The installations of Refrigerators, water coolers, typewriters, duplicators, telex machine, Telephones and wooden partition by the Purchasers shall not however require such permission. Should the Purchasers desire to install individual air conditioning unit he shall instal the same only in the window of its said unit.

9. The Purchasers shall not keep nor store in the said Office/Unit any inflammable or combustible article such as explosives chemicals, films or any offensive article such as hides or manures or food grains or any other articles giving an offensive smell nor shall the Purchasers do anything which shall be or

constitute any nuisance or annoyance to the occupiers of the other office spaces/units.

10. The Vendor shall supply electricity from its main supply to the said office space/unit by installing a separate meter for the purpose and the Purchasers shall pay the same as per consumption at the rate of the CESC Ltd. plus 10%. The said payments to be made within one week from the date of submitting bill to the Purchasers by the Vendor and if the Purchasers fails to pay electricity bill the Vendor shall be entitled to stop the electricity supply of the said unit. The Purchasers have already deposited Rs.5000/- (Rupees five thousand) only with the Vendor towards Security Deposit paid to CESC Ltd. by the Vendor. The Purchasers shall be entitled to obtain the electricity supply directly from the CESC Ltd at its own costs and the Vendor shall have no objection in respect thereof.

11. If the Vendor insure the entire premises against loss or damages by fire and earthquake, the proportionate share of the amount of premium payable in respect of such insurance shall be recoverable by the Vendor from the Purchasers. The said proportionate share be calculated on the basis of the area of the Office space/ unit, acquired by the Purchasers and in determining such amount the decision of the Vendor shall be conclusive and binding. However, Vendor is under no obligation to insure the said building.

12. The Purchasers hereby agrees and undertakes from time to time and at all times to sign and execute application for registration and all other papers and documents necessary and shall duly fill in, sign and return within one week of the same being forwarded by the Vendor to the Purchasers. The Purchasers shall be bound from time to time and at all times to sign all papers and documents and to do all other acts, deeds and things as the Vendor may require the Purchasers to do for safeguarding the interest of the Vendor and/or the said property and of the other Purchasers of the Office space/units and occupiers in the said building.

13. The Purchasers hereby covenants to keep office walls and partition, walls, and other fittings, fixtures and appurtenances therein into belonging in good working condition and in

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good tenantable repairs and conditions and in particular so as to support, shelter and protect the part of the building other than the office unit of the Purchasers.

14. All the terms and conditions herein shall apply mutatis mutandis to the nominees and/or assignees/transferee of the Purchasers.

15. The Purchasers shall on prior notice permit the Vendor and its surveyors or agents with or without workman and other's at all reasonable time to enter into and upon the office space/unit of the Purchasers or any part thereof to view and examine the state and condition thereof and the Purchasers shall be liable at his cost and expenses to make good within three months from the receipt of notice of all such defects, decays and wants of repairs of which notice in writing shall be given by the Vendor to the Purchasers.

16. The Purchasers on prior intimation shall permit the Vendor and its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the office space any part thereof for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleaning, closing, lighting and keeping in order and good condition all service drains, pipes, cables, water covers, gutters, wires, parts, structures other conveniences belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drainages and water pipes, electric wires and for similar or any other purposes.

17. The Purchasers shall not use the office space or any portion thereof for any purpose whatsoever other than as an office for business purpose nor shall the Purchasers use the same in such a manner which may be or is likely to cause nuisance or annoyance to the occupiers of adjoining or neighbouring properties nor shall use the same for any illegal or immoral purposes, or as residence or restaurants of hotels or lodging houses.

18. The Purchasers shall not use the office space for any purpose other than for which the same is acquired by the Purchasers except with the written permission of the Vendor to be got and obtained in the first instance.

19. The Purchasers shall not at any time demolish or damage or caused to be demolished the office space acquired by the Purchasers nor will the Purchasers at any time make or caused to be made any additions or alterations of whatsoever nature to the said office space/apartment/unit or any part thereof without the written consent of the Vendor previously had. The Purchasers shall not permit the closing of Verandah or lounges or balconies nor shall permit any alteration in elevation and outside colour scheme of the office space/apartment/unit acquired by the Purchasers.

20. After the possession is handed over to the Purchasers if any addition or alteration in or about relating to the said building is thereafter required to be carried out at the instance of the Government or Municipality or any other statutory authority the same shall be carried out by the Purchasers in Co-operation with the purchasers of other office spaces and occupiers in the said building at his own costs and the Vendor shall not be in any manner liable or responsible for the same.

21. The Purchasers shall not do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any office space/apartment/units in or any part of the said building or cause any increased premium payable in respect thereof.

22. The Purchasers shall not decorate the exterior of the office space/acquired by the Purchasers otherwise then in the manner agreed in writing by the Vendor or in the manner and as near as may be in which the same was previously decorated.

23. The Purchasers shall not throw or accumulate any dirt, rubbish, rage or refuse or permit the same to be thrown or allow the same to be accumulated in the Purchasers/office space/unit or in the compound or any portion of the building and/or the office space/unit and shall not use coke or charcoal in the office space/unit for cooking or any other purpose whatsoever.

24. The said building is named by the Vendor as "Narayani Building" and shall always be known by that name and the same shall not be changed or altered or modified, without the written permission of the Vendor nor shall the Purchasers represent the

29. In case of default on the part of the Purchasers to make regular payment of the maintenance and other dues and/or comply and carry out obligations to be observed and performed on the part of the Purchasers, the Vendor and/or the constituted body as the case may be shall be entitled to in its sole and absolute discretion without being liable for any action for loss or damages and without being liable for any action for damages and for other reliefs to disconnect or stop supply of water and all other amenities, if any, as long as the sums due and payable are not paid and/or the breach committed are not reminded by the Purchasers.

30. Any delay or indulgence by the Vendor or such constituted body in enforcing the terms of these presents or any forbearance or giving the time to the Purchasers shall not be constructed as a waiver on the part of the Vendor or such constituted body of any breach or non compliance of any of the terms and conditions of these presents by the Purchasers nor shall the same in any manner prejudice the rights of the Vendor or such constituted body.

31. The Purchasers shall be entitled to transfer sell or assign their right and/or interest in the said office/space/unit or grant any licence or lease or let out the same or any portion thereof and the Purchasers will give intimation in writing to the Vendor, Association or syndicate or society if set up to take over the Management and Maintenance of the said premises. PROVIDED HOWEVER in case of sale thereof the Purchasers will pay and satisfy his arrears due if any, payable by him to the Vendor and/or such association, syndicate, or society, when selling the said unit. The Purchasers shall upon any transaction or disposition to which the Purchasers is a party or over which he shall have any control involving a sale of the said unit in the said building shall ensure that the transferee shall always observe, perform and fulfil the obligations on the part of the Purchasers herein contained in these presents.

32. The Purchasers agree that the obligations, restrictions, stipulations, terms, conditions, agreements and covenants contained herein shall run with land and the Purchasers herein to the intent so as to bind the said unit and the general common

areas and facilities and to benefit and protect the other units, and all other portions of the building doth hereby covenants with the vendor that the Purchasers and other deriving title to the said Unit will at all times hereafter observe and perform the obligations, restrictions, stipulations, terms, conditions and agreements contained herein and also the rules and regulations as may be prescribed by the Vendor or such constituted body for the protection and benefit as aforesaid and use and maintenance of the said general common areas and facilities and binds himself to be responsible and liable to the Vendor owners/occupiers of the said building for the breach thereof and will keep the Vendor and its estate and effects indemnified against all claims, demands and liabilities in respect thereof.

33. The documents of title to the said premises and recited above all remain in the custody of the vendor or such constituted body and the Purchasers shall be entitled to inspect all such documents and take copies thereof at his own costs and expenses.

34. The Purchasers shall be entitled to apply to have his said Unit separately assessed for the purpose of assessment of Municipal Rates and Taxes if any in so far as the same is allowable in law.

35. The Purchasers agrees to indemnify the Vendor for any loss or harm caused to the Vendor for non payment of any rates, taxes or levies costs or any payment demanded by any authority or Government. The Purchasers shall from time to time at all times keep the said unit and every part thereof in good repair and condition.

36. The Purchasers shall not do anything which may be prejudicial to the soundness and safety of the said premises including the building thereon or any part thereof or may in any way impair any easement or make any material change in the said unit or any part thereof.

37. The Purchasers shall not keep any vehicle, motor car or motor cycle or scooter as the case may be in any portion of the said building or the passage whether open or covered.

38. The Purchasers shall not permit the closing of passages and other portions of common use as aforesaid at the said building and the Purchasers shall not block such passages, common paths and/or other place of common use of the said building.

IN WITNESS WHEREOF the parties hereby have set their respective hands and seals the day month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by
Sri Bikash Kamal Banerjee, the
Director of the Company in pursuance of the resolution of the Board of Directors dated 8th October, 1994 at Calcutta in the presence of :-

1. *[Signature]* *Asst. Secy. for*
1/12 No 122 this Street
Calcutta 700001
2. *[Signature]*
B.L. Choudhury Advocate
High Court Calcutta

SIGNED AND DELIVERED by the
withinnamed PURCHASERS at Calcutta
in the presence of :

1. *[Signature]* *Asst. Secy. for*
1/12 No 122 this Street
Calcutta 700001
2. *[Signature]*
B.L. Choudhury Advocate
High Court Calcutta

MPMC PRIVATE LIMITED

[Signature]
Director

Banwarilal Tuli

Hoag J. Tuli

Read over and explained by
me in Hindi to Shri Magesh
Ch

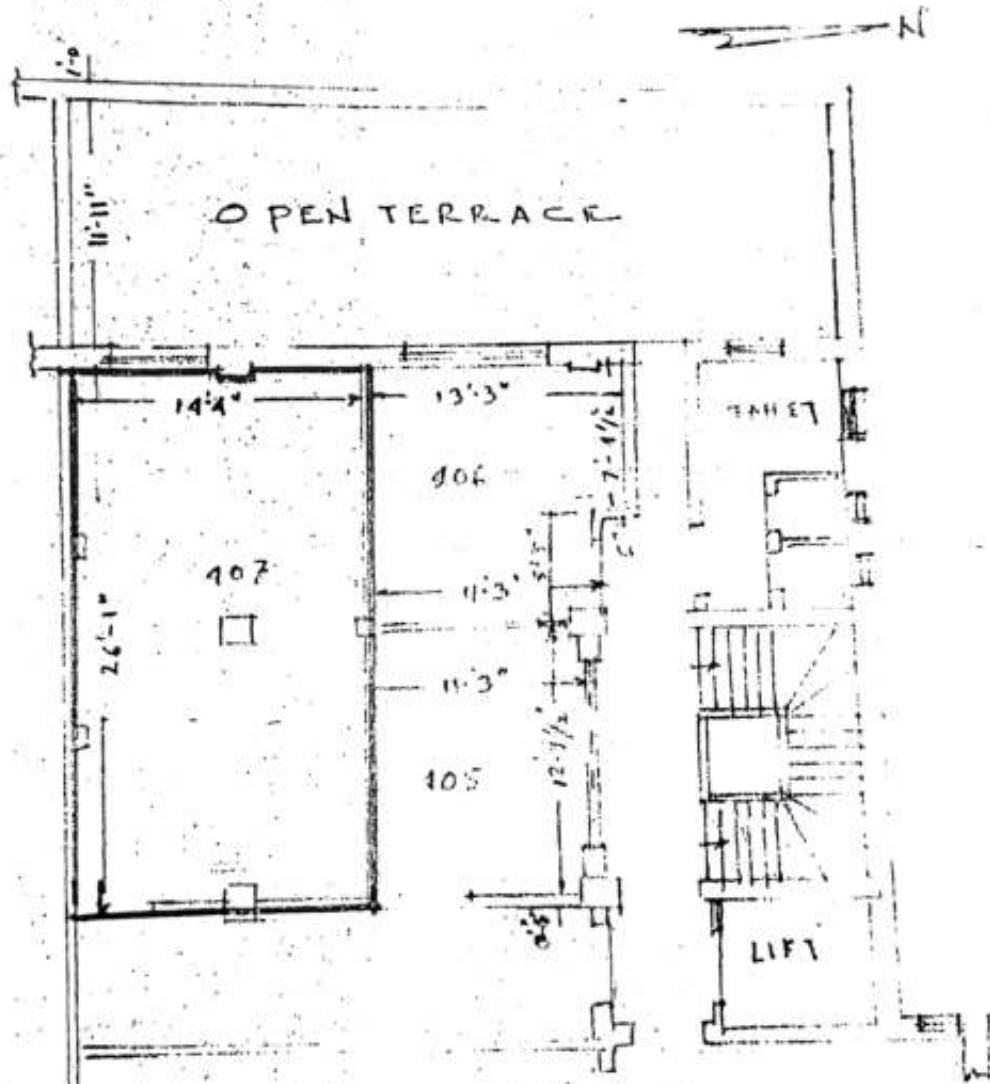
[Signature]
Asst. Secy. for
1/12 No 122 this Street
Calcutta 700001

NORTHERN PORTION OF 4TH FLOOR
PRE. NO. 27 BRABOURNE ROAD
CALCUTTA-700001

SCALE - 1" = 8'0"

SUPER BUILT UP AREA:- 175 SFT

SHOWN IN RED BORDER □



— FOURTH FLOOR (POR)

MPMC PRIVATE LIMITED.

Banwarilal Das

मन्मथ दास

[Signature]
Director

1891

AMID

19/12/02

19/04/51



Ln 16 final 2001

National Highway 100
 Calcutta

~~1/18/14~~